

OFFEROR SUBMISSION PACKAGE

SOLICITATION: **SP0600-99-R-0107-0001**

THE ENCLOSED SOLICITATION COVERS THE PERIOD: **01 DEC 1999**
THROUGH: **30 JUNE 2001**

INSTRUCTIONS:

1. The original completed package must be returned to: The Bid Custodian/DESC-PCC/RM 3729//Defense Energy Support Center//8725 John J. Kingman Road, Suite 4950//Ft. Belvoir, VA 22060-6222 as your offer. All documents to be filled-in or completed are contained in this Offeror Submission Package [OSP]:

 X Standard Form SF1449, Solicitation/Contract/Order for Commercial Items

 X All applicable fill-in clauses

 X Contractor Performance Data Sheet Attachment

2. Be sure to proofread all offered prices submitted. They must be in actual dollars per gallon (e.g. \$0.00000), NOT price differentials. Prices should be listed beside the item in the Schedule or on a separate sheet of paper. Offers may not be acceptable.

3. Be sure to check your offer for accuracy and legibility prior to submission. Initial all changes and, sign and date the Standard Form 1449 in ink.

4. By submission of this package, you are stating that all terms and conditions of the entire solicitation are accepted and apply to your offer, unless exceptions are clearly stated herein.

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-99-0227, Amd 5		PAGE 1 OF 45	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-99-R-0107-0001	
6. SOLICITATION ISSUE DATE 10 August 1999		7. FOR SOLICITATION INFORMATION CALL: a. NAME PATTI BURKE		b. TELEPHONE NUMBER (no collect calls) (703) 767-9531		8. OFFER DUE DATE/LOCAL TIME 31 AUG 1999 @ 3:00 PM	
9. ISSUED BY Defense Fuel Supply Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: PATTI BURKE/DFSC-PLB FAX NO.: (703) 767-8506 P.P. 1.8G				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172 SIZE STANDARD: 500/1500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
						13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP							
15. DELIVER TO OKINAWA				16. ADMINISTERED BY SEE BLOCK 9			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY		CAGE CODE		18a. PAYMENT WILL BE MADE BY SEE CLAUSE F30.01	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE IN CLAUSE B1.05 ON PAGES 5 through 13 (Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA 97XXXX4930.5CFO 01 26.1 S33150						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as single-year requirements.

(DESC 52.207-9F55)

SEE LINE ITEMS LISTED ON SCHEDULE PAGES 4 THROUGH 12

ITEM NUMBER	ESTIMATED QUANTITY	UI
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UNITED STATES ARMY

CAMP HANSEN
JA, ARMY, CAMP HANSEN, JA, AAFES OKINAWA
OKINAWA [AAFES]
DELIVERY DODAAC: WT6KGP
BILLING DODAAC : WT6KGP
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

100-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/20,000 GALLON TANK AT BLDG. 2102 MINIMUM DELIVERY: 1,033 GALLONS MAXIMUM DELIVERY: 4,970 GALLONS	700,000 GL
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MCAS FUTENMA
JA, ARMY
OKINAWA [AAFES]
DELIVERY DODAAC: WT6KGP
BILLING DODAAC : WT6KGP
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

105-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/8,000 GALLON TANK AT BLDG. 414 MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 5,200 GALLONS	500,000 GL
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CAMP FOSTER

JA, ARMY
OKINAWA [AAFES]
DELIVERY DODAAC: WT6KGP
BILLING DODAAC : WT6KGP
ORDERING OFFICE: 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

110-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/40,000 GALLON TANK AT BLDG 1025 MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 5,200 GALLONS	5,000,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

CAMP KINSER
JA, ARMY
OKINAWA [AAFES]
DELIVERY DODAAC: WT6KGP
BILLING DODAAC : WT6KGP
ORDERING OFFICE : 098-046-6012
ALT ORDERING OFFICE: OR 098-977-8131

115-26 GASOLINE, MID UNL (MUM) 1,100,000 GL
TANK TRUCK (TT), INTO
3/7,925 GALLON TANKS AT BLDG. 626
3/3,000 GALLON TANKS AT BLDG. 330
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 5,200 GALLONS

CAMP COURTNEY
JA, ARMY
OKINAWA [AAFES]
DELIVERY DODAAC: WT6KGP
BILLING DODAAC : WT6KGP
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

120-26 GASOLINE, MID UNL (MUM) 1,200,000 GL
TANK TRUCK (TT), INTO
1/32,100 GALLON TANK AT BLDG. 4137
MINIMUM DELIVERY: 3,700 GALLONS
MAXIMUM DELIVERY: 5,200 GALLONS

CAMP SCHWAB
JA, ARMY
OKINAWA [AAFES]
DELIVERY DODAAC: WT6KGP
BILLING DODAAC : WT6KGP
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

125-26 GASOLINE, MID UNL (MUM) 65,000 GL
TANK WAGON (TW), INTO
1/5,000 GALLON TANK AT BLDG. 3342
MINIMUM DELIVERY: 3,000 GALLONS
MAXIMUM DELIVERY: 4,000 GALLONS

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY

KADENA AB
 JA, ARMY
 OKINAWA [AAFES]
 DELIVERY DODAAC: WT6KGP
 BILLING DODAAC : WT6KGP
 ORDERING OFFICE : 098-946-6012
 ALT ORDERING OFFICE: OR 098-977-8131

130-26 GASOLINE, MID UNL (MUM) 10,000,000 GL
 TANK TRUCK (TT), INTO
 1/50,000 GALLON TANK AT BLDG. 218
 2/7,925 GALLON TANKS AT BLDG. 976
 MINIMUM DELIVERY: 3,700 GALLONS
 MAXIMUM DELIVERY: 5,200 GALLONS

CHIBANA COMPOUND
 JA, ARMY
 OKINAWA
 DELIVERY DODAAC: W81F59
 BILLING DODAAC : W81F59
 ORDERING OFFICE : 098-946-6012
 ALT ORDERING OFFICE: OR 098-977-8131

135-26 GASOLINE, MID UNL (MUM) 35,000 GL
 TANK WAGON (TW), INTO
 1/3,000 GALLON TANK AT BLDG. 52100
 MINIMUM DELIVERY: 1,500 GALLONS
 MAXIMUM DELIVERY: 2,000 GALLONS

CHIMU-WAN
 JA, ARMY
 OKINAWA
 DELIVERY DODAAC: W81F59
 BILLING DODAAC : W81F59
 ORDERING OFFICE : 098-946-6012
 ALT ORDERING OFFICE: OR 098-977-8131

140-26 GASOLINE, MID UNL (MUM) 500 GL
 TANK WAGON (TW), INTO
 1/800 GALLON TANK AT BLDG. 312
 MINIMUM DELIVERY: 250 GALLONS
 MAXIMUM DELIVERY: 250 GALLONS

ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES ARMY
-----TORII STATION
JA, ARMY
OKINAWADELIVERY DODAAC: W81F58
BILLING DODAAC : W81F58
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

145-26	GASOLINE, MID UNL (MUM)	220,000	GL
	TANK TRUCK (TT), INTO		
	1/10,000 GALLON TANK AT BLDG. 127		
	MINIMUM DELIVERY: 3,700 GALLONS		
	MAXIMUM DELIVERY: 5,200 GALLONS		

NAHA PORT
JA, ARMY
OKINAWADELIVERY DODAAC: WT6KLM
BILLING DODAAC : WT6KLM
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

150-26	GASOLINE, MID UNL (MUM)	12,000	GL
	TANK WAGON (TW), INTO		
	1/3,000 GALLON TANK AT BLDG. 303		
	MINIMUM DELIVERY: 1,500 GALLONS		
	MAXIMUM DELIVERY: 2,000 GALLONS		

UNITED STATES NAVY
-----WHITE BEACH
JA, NAVY
OKINAWADELIVERY DODAAC: N62254
BILLING DODAAC : N62254
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

620-26	GASOLINE, MID UNL (MUM)	24,000	GL
	TANK WAGON (TW), INTO		
	1/1,500 GALLON TANK AT BLDG. 1065		
	MINIMUM DELIVERY: 500 GALLONS		
	MAXIMUM DELIVERY: 1,200 GALLONS		

ITEM
NUMBER

ESTIMATED
QUANTITY UI

UNITED STATES NAVY

CAMP SHIELDS
JA, NAVY
OKINAWA

DELIVERY DODAAC: N62254
BILLING DODAAC : N62254
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

625-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 3/3,963 GALLON TANKS AT BLDG. 8236 MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 5,200 GALLONS	20,000 GL
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CAMP HANSEN
JA, NAVY, CAMP HANSEN, JA, USMC
OKINAWA

DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

630-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/5,000 GALLON TANK AT BLDG. 2107 MIN/MAX=2,000-3,700 1/42,000 GALLON TANK AT BLDG. 2171 MIN/MAX=3,700-5,200	170,000 GL
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MCAS FUTENMA
JA, NAVY
OKINAWA

DELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

635-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/20,000 GALLON TANK AT BLDG. 605 MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 5,200 GALLONS	75,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY
-----CAMP FOSTER
JA, NAVY
OKINAWADELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: 098-977-8131

640-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/1,000 GALLON TANK AT BLDG. 4510 MIN/MAX=500-900 GL 1/24,000 GALLON TANK AT BLDG. 5850 MIN/MAX=3,700-5,200	400,000 GL
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CAMP KINSER
JA, NAVY
OKINAWADELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

645-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/10,000 GALLON TANK AT BLDG. 308 MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 5,200 GALLONS	90,000 GL
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CAMP COURTNEY
JA, NAVY
OKINAWADELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: 098-977-8131

650-26	GASOLINE, MID UNL (MUM) TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BLDG. 4106 MINIMUM DELIVERY: 3,700 GALLONS MAXIMUM DELIVERY: 5,200 GALLONS	55,000 GL
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ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES NAVY
-----CAMP SCHWAB
JA, NAVY
OKINAWADELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

655-26	GASOLINE, MID UNL (MUM) TANK WAGON (TW), INTO 1/3,000 GALLON TANK AT BLDG. 3205 MINIMUM DELIVERY: 3,000 GALLONS MAXIMUM DELIVERY: 4,000 GALLONS	65,000 GL
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LE-SHIMA
JA, NAVY
OKINAWADELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

660-26	GASOLINE, MID UNL (MUM) TANK WAGON (TW), INTO 1/5,000 GALLON TANK AT BLDG. 0050 MINIMUM DELIVERY: 2,500 GALLONS MAXIMUM DELIVERY: 3,700 GALLONS	10,000 GL
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NORTHERN TRAINING AREA
JA, NAVY, USMC
OKINAWADELIVERY DODAAC: M67400
BILLING DODAAC : M67400
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

665-26	GASOLINE, MID UNL (MUM) TANK WAGON (TW), INTO 1/2,642 GALLON TANK AT BLDG. 500 MINIMUM DELIVERY: 1,000 GALLONS MAXIMUM DELIVERY: 2,000 GALLONS	7,000 GL
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ITEM NUMBER		ESTIMATED QUANTITY	UI
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UNITED STATES AIR FORCE

OKUMA
JA, USAF
OKINAWA
DELIVERY DODAAC: FP5270
BILLING DODAAC : FP5270
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

775-26	GASOLINE, MID UNL (MUM) TANK WAGON (TW), INTO 1/1,000 GALLON TANK AT BLDG. 0120 1/1,000 GALLON TANK AT BLDG 0140A 1/1,000 GALLON TANK AT BLDG. 0140B MINIMUM DELIVERY: 700 GALLONS MAXIMUM DELIVERY: 900 GALLONS	135,000	GL
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KADENA AB
JA, USAF
OKINAWA
DELIVERY DODAAC: FP5270
BILLING DODAAC : FP5270
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

780-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/500 GALLON TANK AT BLDG 24 MIN/MAX=200-300 GL 1/600 GALLON TANK AT BLDG. 737 MIN/MAX=300-500 GL 1/20,000 GALLON TANK AT BLDG. 3155 MIN/MAX=3,700-5,200 1/1,000 GALLON TANK AT BLDG. 3617 MIN/MAX=500-750 GL 1/4,500 GALLON TANK AT BLDG. 839 MIN/MAX=2200-3700 GL 1/2,500 GALLON TANK AT BLDG. 3546 MIN/MAX=1500-2000 GL 1/1,000 GALLON TANK AT BLDG. 9916 MIN/MAX=500-700 1/3,000 GALLON TANK AT BLDG. 3457 MIN/MAX=1,500-2,000 GL 1/15,000 GALLON TANK AT BLDG. 3120 MIN/MAX=3,700-5,200 1/15,000 GALLON TANK AT BLDG. 3122 MIN/MAX=3,700-5,200 1/500 GALLON TANK AT BLDG. 3667A MIN/MAX=500-700 GL	700,000	GL
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ITEM
NUMBERESTIMATED
QUANTITY UI-----
UNITED STATES AIR FORCE
-----BISAGAWA
JA, USAF
OKINAWADELIVERY DODAAC: FP5270
BILLING DODAAC : FP5270
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

785-26	GASOLINE, MID UNL (MUM) TANK TRUCK (TT), INTO 1/4,000 GALLON TANK AT BLDG. 47095 MIN/MAX=2,000/3,200 GL 1/1,500 GALLON TANK AT BLDG. 741630 MIN/MAX=500-1,200 GL	50,000 GL
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FBIS YOMITAN
JA, USAF
OKINAWADELIVERY DODAAC: FP5270
BILLING DODAAC : FP5270
ORDERING OFFICE : 098-946-6012
ALT ORDERING OFFICE: OR 098-977-8131

790-26	GASOLINE, MID UNL (MUM) TANK WAGON (TW), INTO 1/800 GALLON TANK AT BLDG. 1000 MINIMUM DELIVERY: 600 GALLONS MAXIMUM DELIVERY: 600 GALLONS	5,000 GL
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B19.01-2 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (KOREA/GUAM/JAPAN) (DESC JUL 1999)

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause; and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in Section B of the Schedule.

(2) **Market price** means a price determined by an independent trade association, governmental body, or other third party and reported or made available in a consistent manner in a publication, electronic data base, or other form. This price may be either a single market price or a combination of market prices for price adjustment for individual items by product, market area, and publication as specified in the Table in (g) below. For purposes of this procurement, the market price is the average of the prices published in Platt's Oilgram Price Report. The applicable market price is identified by product following the Table in (g) below.

(i) **Base market price** means the price as shown in column IV of the Table in (g) below and is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change in market price as defined in (c)(1) below.

(3) **Date of delivery** is defined as follows:

(i) **FOR F.O.B. DESTINATION TRUCK DELIVERIES.** The date product is received, on a truck-by-truck basis.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date and time product commences moving past the specified f.o.b. point.

(c) **ADJUSTMENTS.** For products delivered by barge or tanker, the Contractor shall notify the DESC Contracting Officer of any delivery and associated change in the adjusting market price within 15 days from the date thereof. For products delivered via other modes (TT, TW, etc.), price adjustments shall be semimonthly and shall occur on the first and third Monday of each month. No increase in a contract unit price for barge or tanker deliveries shall be executed pursuant to this provision until the increase in the applicable adjusting market price has been verified by the Contracting Officer.

(1) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the base unit price the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, subsequent to the date on which the base market price is established (see column IV of the Table). The prices payable shall be issued through semimonthly contract notifications effective the first and third Monday of each month.

(2) Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC web page under the heading **Doing Business with DESC**.

(3) All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(4) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(5) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions, shall not exceed 60 percent of the base unit price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(6) **REVISION OF MARKET PRICE INDICATOR.** In the event--

(i) Any applicable market price indicator is discontinued or its method of derivation is altered substantially; or

(ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market conditions,--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) **TABLE.**

I	II	III	IV
		Heading under which market price is published and	Base market price as of <u>02 August 1999</u>
<u>Item no.</u>	<u>Name of publication</u> <u>(see (b)(2) above)</u>	<u>name of product</u>	<u>(date of publication)</u>
ALL	Platt's Oilgram Price Report	C&F Japan	\$.5733

The escalator for gasoline (MUM) is the average of the high and low product postings for Mogas Unleaded, Singapore/Japan Cargoes, C&F Japan in Platt's Oilgram Price Report, "Spot Price Assessments". Prices will move on the first and third Monday of each month based on the five (5) dates effective ending the last day of the week before the first and third Monday of each month. The Base Market price date noted above is the date of the effective price on the First Monday in August, not the date of the publication.

(DESC 52.216-9FZ1)

C16.18-20 GASOLINE, AUTOMOTIVE (PC&S) (JAPAN) (DESC SEP 1998)

(a) Supplies delivered under this contract shall conform to all in-country environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. In the event the in-country environmental requirement is more stringent than the specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(b) **GASOLINE SHALL MEET JAPANESE STANDARD JIS K 2202, GRADE 1 (LATEST REVISION) WITH THE FOLLOWING ADDITIONAL REQUIREMENTS:**

(1) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the antiknock index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI is identified in (3) below. If the AKI is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(2) **REID VAPOR PRESSURE (RVP).** The Contractor is expected to know and comply with the in-country RVP requirements of the areas being supplied.

(3) **CLASSIFICATION.** The product shall be classified as described below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
9130-01-272-0983	Gasoline, Midgrade Unleaded	89

G9.07 ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE (DESC MAY 1999)

(a) This clause applies to payments made by DFAS Columbus.

(b) The Contractor shall supply the following information to the Contracting Officer no later than 3 days after contract award.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

[] CHECKING TYPE 22

[] SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

Clause G9.07 CONT

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (c) **OR** paragraph (d) below. Total space available for information entered in (c) **OR** (d) is 153 characters.

(c) **SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:**

(DO NOT EXCEED 153 CHARACTERS)
OR

(d) **THIRD PARTY INFORMATION:** Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

- (e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 15 days prior to the date the change is to become effective.
- (f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.
- (g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

Clause G9.07 CONT

(h) **NOTICE TO FOREIGN SUPPLIERS.**

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (d) above.

(3) The Third Party Information supplied in (d) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

(DESC 52.232-9FJ1)

I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DESC MAR 1996)

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

**K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTS I/III)
(MAY 1999/OCT 1998/JAN 1999)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

- ☐ TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

- ☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
☐ Other. State basis. _____

(4) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other: _____.

(5) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent.
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) SMALL BUSINESS CONCERN. The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

- ☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

- ☐ is
☐ is not

a woman owned business concern.

(5) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)). The offeror represents as part of its offer that it--

- ☐ is
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(9) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

- ☐ is
- ☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

- ☐ is
- ☐ is not

a joint venture that complied with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.

(1) PREVIOUS CONTRACTS AND COMPLIANCE. The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

☐ has

☐ has not

filed all required compliance reports.

(2) AFFIRMATIVE ACTION COMPLIANCE. The offeror represents that--

(i) It--

☐ has developed and has on file

☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).
(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.**
(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)

- (1) The offeror certifies that--
- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and
 - (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The offeror must identify and certify all end products that are not domestic end products.
- (i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

 (Insert line item no.)

- (ii) The offeror certifies that the following supplies are qualifying country end products:

 (Insert line item no.)

 (Insert country of origin)

- (iii) The offeror certifies that the following supplies are qualify as designated country end products:

 (Insert line item no.)

 (Insert country of origin)

- (iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

 (Insert line item no.)

 (Insert country of origin)

- (v) The offeror certifies that the following supplies qualify as NAFTA country end products:

 (Insert line item no.)

 (Insert country of origin)

- (vi) The offeror certifies that the following supplies are other nondesignated country end products:

 (Insert line item no.)

 (Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

- (2) ☐ Have or
☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3/Alts I/III)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

ATTACHMENT A – SPO600-99-R-0107-0001

CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

REFERENCES:

COMPANY NAME	POINT OF CONTACT	PHONE NUMBER	FAX NUMBER	PRODUCT SUPPLIED	QUANTITY	METHOD OF DELIVERY (TT, TW, ETC.)	PLACE OF PERFORMANCE	PERIOD OF PERFORMANCE	SUBCONTRACTING PLAN (YES OR NO)